

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BAJA FERRIES USA LLC,

Plaintiff,

-against-

CALDER SEACARRIER CORP.  
a/k/a CALDER SEA CARRIER CORP.,  
FENBY CO. a/k/a FENBY CO. LTD.,  
UNITED SHIPPING AGENCY SRL,  
BRISTOL MARINE CO. LTD. and BML  
CHARTERING

Defendants.  
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:  
: ECF

:  
: 08 Civ. 06031(DC)

:  
: DECLARATION OF  
: JOHNNY CHRISTENSEN

JOHNNY CHRISTENSEN, affirms under penalties of perjury  
under the laws of the United States, 28 U.S.C. § 1746:

1. I am the Chartering Manager of Unishipping S.A.S,  
Paris ("Unishipping"), and have the responsibility for its  
vessel chartering activities and for related agency services on  
behalf of our principals. I have held this position since 2001  
and have been in the shipping business for some 30 years. I am  
making this Declaration in opposition to the motion by United  
Shipping Agency Srl ("United") to vacate the maritime  
attachment obtained by Baja Ferries USA LLC ("Baja"), for whom  
we acted as agents.

2. I have read the Declarations of Mihai Felescu of  
United in which he claims that there was no agreement between  
United and Unishipping, as agents for Baja, with respect to  
United retaining the bills of lading until instructed to  
release them by Unishipping. This is untrue.

3. The emails exchanged between myself at Unishipping and United, mainly with Mr. Felescu, show that United agreed to follow our instructions not to release the freight prepaid bills of lading until we advised them in writing that Baja received the freight in its bank account. United's breach of this agreement is the primary claim against it in this action. A copy of the emails exchanged between Unishipping and United is attached hereto as Exhibit 1.

4. Vilara Maritime Company Limited, the registered owners of the vessel RENATA (the "Vessel"), had time chartered the Vessel to Baja as charterer (the "Head Charter").

5. Baja as disponent owner, chartered the Vessel to Calder Seacarriers Corp. ("Calder"), as charterer, to carry a cargo from Constantza, Romania to Mombasa, Kenya (the "Charter Party"). I acted as the broker for Baja in arranging this Charter Party, a copy of which is attached hereto as Exhibit 2. Under the terms of the Charter Party ninety-seven percent of the freight or \$1,398,750, was to be prepaid within three days of completion of loading.

6. Under the Charter Party Calder was to appoint agents at the load and discharge ports and was responsible for paying fees referred to as "D/A", which means disbursements/agency fees. United was appointed agent in the load port by Calder. As part of its duties, United was to prepare and issue bills of lading under the Charter Party.

7. The Charter Party provided that if bills of lading were marked "freight prepaid" that they would not be released from the agent's custody until Baja confirmed receipt of the freight in its bank account. This clause insures that Baja is paid the freight before freight prepaid bills are released. Therefore, if the freight were not received by Baja we would not release bills marked "freight prepaid", or would only allow "freight collect" bills of lading to be issued and released, thereby preserving Baja's right to lien the cargo for the unpaid freight.

8. Calder requested United to prepare bills of lading marked freight prepaid. On June 17, 2008, shortly before the Vessel completed loading, I requested United to send us a copy of the draft bills of lading prior to anyone signing or releasing them.

9. On June 18, 2008 the Vessel completed loading and United sent to us a copy of the draft bills of lading. On behalf of Baja, I instructed the Master of the Vessel to sign the prepaid bills of lading pursuant to the terms of the Head Charter and to return them to United.

10. On that same day, I also instructed United to keep the original freight prepaid bills of lading in their custody until further notice from our office. In fact, I sent them several emails on June 18, 2008 asking for their urgent confirmation that they would not release the bills of lading

until instructed to do so by us.

11. In an initial response on June 18 to our message, United seemed to want us to issue our instructions to them though Calder to "avoid misunderstanding". United's message read as follows: "Kindly note we have been appointed as agents through Calder Seacarriers, consequently your instructions regarding the bills of lading should be addressed through your contractual party, in order to avoid misunderstanding". We rejected this response as unacceptable.

12. I sent the following message on June 18 to United making it clear that they must follow our instructions or we would remove the bills of lading from their custody to insure that the freight prepaid bills were not released before payment was received by our principal Baja. This message is quoted in full as United's acceptance of its terms form the basis of Baja's contract claim against it. Unishipping wrote the following to United:

We as disponent owners of the RENATA have the final word and agents must obey our orders and or directions in respect of documentation made/issued

Calder Seacarriers are paying -as part of our contract- the D/A but this does not mean that it releases you or your company to follow any orders and directions from our company

Please confirm by return, that the bills of lading will remain in your custody until further notice given from our office failing same will organize that the bills of lading is being picked up by a person of our trust. If you fail in following our orders andor directions have to take appropriate steps to protect our interest. Please confirm

receipt of this message and that you will follow our instructions (emphasis added)

13. On June 18, United agreed to the above message as follows: "Thanks very much for your below instructions, which are duly noted and we confirm acting accordingly". This email exchange of June 18 is attached hereto as Exhibit 3.

14. On June 20, 2008, United wrote to us asking whether it could release the bills of lading. United wrote: "Please kindly advice if original bills of lading can now be released to the shippers (we understood that the freight has been already paid/funds received. Thanks for your prompt reply".

15. I answered United on that day that we "cannot give you authority to release bills of lading yet as freight not on [in] owners account... only release same upon our written confirmation that same can be released". A copy of the exchange of June 20, 2008 is attached hereto as Exhibit 4.

16. On June 20, however, United released the bills of lading despite our clear instructions of that day not to do so.

17. Baja relied upon the agreement of United to follow our directions with respect to the release of the prepaid bills of lading to its detriment, because if United had not agreed to this we would have taken steps to prevent it from releasing these bills thereby insuring full payment of the freight to Baja.

18. I should point out, that United's claim that it was appointed as agent by Bristol Marine Co. ("Bristol") is not

consistent with its communications with Unishipping before the bills of lading were wrongfully released by it as shown by the email exchanges contained in Exhibit 1. All references are to Calder as the party appointing it and in fact United clearly states this in its June 18 email discussed above.

19. Bristol was a company unknown to us and our client Baja. Before United claimed in its email to us of June 24 to have released the bills of lading on the "authority" of Bristol, the only reference in our email exchanges to it was that it was going to pay the agency fees for Calder. As my only concern was that Calder, rather than Baja, paid United's agency fees as per the Charter Party, I did not give any thought to it and assumed Bristol must be a related or affiliated company of Calder.

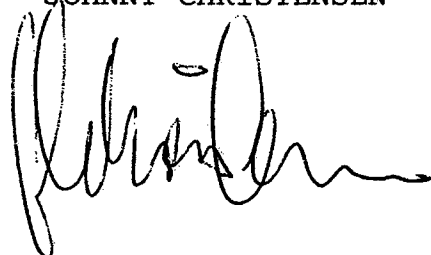
20. In any case, United's claim that Bristol "appointed" it, in no way changes United's agreement of June 18 with Baja that it would follow its directions concerning the release of the bills of lading, the breach of which prejudiced Baja's ability to collect the full freight due to it.

The foregoing is true and correct to the best of my knowledge under the penalties of perjury under the laws of the United States.

Executed Paris, France on August 14, 2008

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JOHNNY CHRISTENSEN

A handwritten signature in black ink, appearing to read 'Johnny Christensen', written over a horizontal line.

# EXHIBIT

1

From: Johnny CHRISTENSEN [Johnny.CHRISTENSEN@unishipping.com]  
Sent: Friday, June 06, 2008 11:04 AM  
To: Case 1:08-cv-06034-DG Document 14-2 Filed 08/19/2008 Page 2 of 30  
Cc: Mail Unishipping; Prime Maritime Inc.; oruano@bajafferriesusa.com  
Subject: RE: LgINT Message (REF:080E27X00)

TO UNITED SHIPPING AGENCY LTD, CONSTANTZA  
FM UNISHIPPING, PARIS  
CC PRIME MARITIME FOR ON-PASSING TO CHARTERERS CALDER SEACARRIERS  
CC BAJA FERRIES

RE MV RENATA

---  
PLEASE NOTE THAT THIS VESSEL GIVES ETA CONSTANTZA ON OR ABOUT THE  
11TH JUNE AGW/WP FOR LOADING 13.750 MTONS UREA IN BULK FOR OUR  
CHARTERERS CALDER SEACARRIERS.

SAME CHARTERERS (MESSRS CALDER SEACARRIERS) ARE TO PAY FULL D/A FOR  
VESSEL'S CALL AT YOUR PORT AND WE KINDLY ASK YOU TO CONFIRM PRIOR  
ARRIVAL OF THE VESSEL, THAT YOU HOLD SUFFICIENT FUNDS FOR SAME.

PLEASE GIVE US A LINE-UP OF PRESENT CONGESTION, IF ANY, AT YOUR PORT  
AND THE EXPECTED TURN-AROUND.

THANKS VERY MUCH

BRGDS/JOHNNY CHRISTENSEN  
AS AGENTS FOR BAJA FERRIES

UNISHIPPING, PARIS  
PH +33 1 53648970



From: Anca Tureac [anca.tureac@united.ro]  
Sent: Friday, June 06, 2008 11:52 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office  
Subject: Re: LgINT Message (REF:080E27X00)

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Dear Sir,

Thank you for your last which was well noted.

We are checking and will revert on Monday morning with the requested information.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

From: "Johnny CHRISTENSEN" <[Johnny.CHRISTENSEN@unishipping.com](mailto:Johnny.CHRISTENSEN@unishipping.com)>

To: <[OFFICE@UNITED.RO](mailto:OFFICE@UNITED.RO)>

Cc: "Mail Unishipping" <[mail@unishipping.com](mailto:mail@unishipping.com)>; "Prime Maritime Inc." <[chartering@primemaritime.gr](mailto:chartering@primemaritime.gr)>;  
<[oruano@bajaferriesusa.com](mailto:oruano@bajaferriesusa.com)>

Sent: Friday, June 06, 2008 6:04 PM

Subject: RE: LgINT Message (REF:080E27X00)

TO UNITED SHIPPING AGENCY LTD, CONSTANTZA

FM UNISHIPPING, PARIS

CC PRIME MARITIME FOR ON-PASSING TO CHARTERERS CALDER SEACARRIERS

CC BAJA FERRIES

RE MV RENATA

---

PLEASE NOTE THAT THIS VESSEL GIVES ETA CONSTANTZA ON OR ABOUT THE  
11TH JUNE AGW/WP FOR LOADING 13.750 MTONS UREA IN BULK FOR OUR  
CHARTERERS CALDER SEACARRIERS.

SAME CHARTERERS (MESSRS CALDER SEACARRIERS) ARE TO PAY FULL D/A FOR  
VESSEL'S CALL AT YOUR PORT AND WE KINDLY ASK YOU TO CONFIRM PRIOR  
ARRIVAL OF THE VESSEL, THAT YOU HOLD SUFFICIENT FUNDS FOR SAME.

PLEASE GIVE US A LINE-UP OF PRESENT CONGESTION, IF ANY, AT YOUR PORT  
AND THE EXPECTED TURN-AROUND.

THANKS VERY MUCH

BRGDS/JOHNNY CHRISTENSEN  
AS AGENTS FOR BAJA FERRIES

UNISHIPPING, PARIS  
PH +33 1 53648970

**From:** Mihaela Chirvase [mihaela.chirvase@united.ro]  
**Sent:** Sunday, June 08, 2008 4:01 AM  
**To:** oruano; Mail Unishipping; Johnny CHRISTENSEN  
**Cc:** 1 usa office  
**Subject:** mv renata, eta constantza

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To : Interagro UK  
Attn : Mss Claire Bilton

To : Interagro SA Bucharest  
Attn : Mr Marian Ghizdareanu

To : Socep S.A. Constanta

To : TTS Constantza

To : Calder Seacarriers  
Attn : Operations Department

Ref : M/V Renata  
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Please kindly note the Master has just advised that the above mentioned vessel's ETA Constantza is on/around 11.06.2008, wp+agw.

Keep you posted,

Best regards,  
Mihaela Chirvase

**United Shipping Agency Srl**  
Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666003, Email [office@united.ro](mailto:office@united.ro)

From: Mihaela Chirvase [mihaela.chirvase@united.ro]  
Sent: Monday, June 09, 2008 9:58 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office  
Subject: Re: RENATA / ACCOUNT MESSRS CALDER SEACARRIERS

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Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Best regards,  
Mihaela Chirvase

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666003, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

From: "Johnny CHRISTENSEN" <[Johnny.CHRISTENSEN@unishipping.com](mailto:Johnny.CHRISTENSEN@unishipping.com)>  
To: <[OFFICE@UNITED.RO](mailto:OFFICE@UNITED.RO)>  
Cc: "Mail Unishipping" <[mail@unishipping.com](mailto:mail@unishipping.com)>; <[oruano@bajaferriesusa.com](mailto:oruano@bajaferriesusa.com)>  
Sent: Monday, June 09, 2008 4:16 PM  
Subject: RENATA / ACCOUNT MESSRS CALDER SEACARRIERS

TO UNITED SHIPPING AGENCY LTD, CONSTANTZA  
FM UNISHIPPING, PARIS  
CC BAJA FERRIES

ATTN ANCA TUREAC

RE MV RENATA

---  
PLEASE NOTE THAT THIS VESSEL GIVES ETA CONSTANTZA ON OR ABOUT THE  
11TH JUNE AGW/WP FOR LOADING 13.750 MTONS UREA IN BULK FOR OUR  
CHARTERERS CALDER SEACARRIERS.

CAN YOU CONFIRM THAT YOU HAVE OR WILL RECEIVE FULL PORT DISBURSEMENTS  
FROM MESSRS CALDER SEACARRIERS COVERING THE VESSEL'S CALL AT YOUR PORT ?

THANKS VERY MUCH

BRGDS/JOHNNY CHRISTENSEN  
AS AGENTS FOR BAJA FERRIES

UNISHIPPING, PARIS  
PH +33 1 53648970

From: Mihaela Chirvase [mihaela.chirvase@united.ro]  
Sent: Tuesday, June 10, 2008 5:48 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office  
Subject: Re: RENATA / ACCOUNT MESSRS CALDER SEACARRIERS

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Dear Sirs,

Thank you for your message below.

Please kindly note the above mentioned vessel is scheduled for berthing upon arrival, wp+agw. ETC/ETS loading within about 5 days, wp+agw.

Best regards,  
Mihaela Chirvase

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666003, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

From: "Johnny CHRISTENSEN" <[Johnny.CHRISTENSEN@unishipping.com](mailto:Johnny.CHRISTENSEN@unishipping.com)>  
To: <[OFFICE@UNITED.RO](mailto:OFFICE@UNITED.RO)>; "Prime Maritime Inc." <[chartering@primemaritime.gr](mailto:chartering@primemaritime.gr)>  
Cc: "Mail Unishipping" <[mail@unishipping.com](mailto:mail@unishipping.com)>; <[oruano@bajafferriesusa.com](mailto:oruano@bajafferriesusa.com)>  
Sent: Tuesday, June 10, 2008 11:39 AM  
Subject: RENATA / ACCOUNT MESSRS CALDER SEACARRIERS

TO UNITED SHIPPING AGENCY LTD, CONSTANTZA  
TO PRIME MARITIME, FOR ON-PASSING TO CALDER SEACARRIERS  
FM UNISHIPPING, PARIS  
CC BAJA FERRIES

RE MV RENATA

---  
PLEASE NOTE THAT THIS VESSEL GIVES ETA CONSTANTZA ON OR ABOUT THE  
11TH PM OR 12TH AM JUNE AGW/WP FOR LOADING 13.750 MTONS UREA IN BULK FOR  
ACCOUNT OF CALDER SEACARRIERS.

KINDLY ASK THE AGENTS TO ADVISE BY RETURN THE PRESENT CONGESTION IF ANY  
AT  
LOADPORT AND OUR VESSEL'S TURN-AROUND INCLUDING APPROX PORT-STAY FOR  
LOADING

PLS BE ADVD PRE-STOWAGE PLAN FOR 13.750 BULK UREA (C.A.N.) STOWING ABT  
40':  
-HOLD 1= 1300 MTS

2= 5100 MTS

3= 5100 MTS

4= 2250 MTS

SAILING DRAFTS CONSTANTZA: F=9.15 M AFT=9.75 M

THANKS VERY MUCH

BRGDS/JOHNNY CHRISTENSEN  
AS AGENTS FOR BAJA FERRIES

UNISHIPPING, PARIS  
PH +33 1 53648970

From: Mihaela Chirvase [mihaela.chirvase@united.ro]  
Sent: Thursday, June 12, 2008 4:10 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office  
Subject: mv renata

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Dear Sirs,

For good order sake please kindly note that, as per information received from the Shippers, your good vessel will load calcium ammonium nitrate (CAN) and not urea.

Best regards,  
Mihaela Chirvase

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666003, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

From: "Johnny CHRISTENSEN" <[Johnny.CHRISTENSEN@unishipping.com](mailto:Johnny.CHRISTENSEN@unishipping.com)>  
To: <[OFFICE@UNITED.RO](mailto:OFFICE@UNITED.RO)>; "Prime Maritime Inc." <[chartering@primemaritime.gr](mailto:chartering@primemaritime.gr)>  
Cc: "Mail Unishipping" <[mail@unishipping.com](mailto:mail@unishipping.com)>; <[oruano@bajafferriesusa.com](mailto:oruano@bajafferriesusa.com)>  
Sent: Wednesday, June 11, 2008 12:00 PM  
Subject: RENATA / ACCOUNT MESSRS CALDER SEACARRIERS

TO UNITED SHIPPING AGENCY LTD, CONSTANTZA  
TO PRIME MARITIME, FOR ON-PASSING TO CALDER SEACARRIERS  
FM UNISHIPPING, PARIS  
CC BAJA FERRIES

RE MV RENATA

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PLEASE NOTE THAT THIS VESSEL GIVES ETA CONSTANTZA ON OR ABOUT THE  
12TH JUNE AGW/WP FOR LOADING 13.750 MTONS UREA IN BULK FOR  
ACCOUNT OF CALDER SEACARRIERS.

BRGDS/JOHNNY CHRISTENSEN  
AS AGENTS FOR BAJA FERRIES

UNISHIPPING, PARIS  
PH +33 1 53648970

**From:** Marius Ionescu [marius@united.ro]  
**Sent:** Friday, June 13, 2008 9:05 AM  
**To:** Case 1:08-cv-06031-LJC Document 14-2 Filed 08/19/2008 Page 10 of 30  
Calder Seacarrier Corp; Mail Unishipping; Johnny CHRISTENSEN; Prime Maritime Greece;  
oceanstar management inc  
**Cc:** USA Office  
**Subject:** mv renata

To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
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Please kindly note Master has just advised that he requests the next holds inspection today 13.06.2008 at 21.00hrs, iagw.

Keep you posted,

Best regards,  
Marius Ionescu

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**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 726 388799, Email [office@united.ro](mailto:office@united.ro)



From: Anca Tureac [anca.tureac@united.ro]  
Sent: Sunday, June 15, 2008 2:44 AM  
To: prime maritime greece; Johnny CHRISTENSEN; Mail Unishipping  
Cc: USA office  
Subject: m/v renata

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To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
==

Please kindly note the quantity loaded until today 15.06.2008 at 07.00hrs about 1700mt. Presently loading continuing, ETC loading tomorrow 16.06.2008 evening, wp+agw.

Keep you posted,

Best regards,  
Anca Tureac

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**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

From: Madalina Bratu [madalina.bratu@united.ro]  
Sent: Monday, June 16, 2008 2:24 AM  
To: Johnny CHRISTENSEN; Mail Unishipping; prime maritime greece  
Cc: USA office  
Subject: mv renata

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To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
==

Please kindly note the quantity loaded until today 16.06.2008 at 07.00hrs about 4941mt. Slow loading due to bad weather (rain), presently loading continuing, ETC loading on/around 18.06.2008 morning, wp+agw.

Keep you posted,

Best regards,  
Madalina Bratu

---

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 562562, Email [office@united.ro](mailto:office@united.ro)

From: Anca Tureac [anca.tureac@united.ro]  
Sent: Tuesday, June 17, 2008 2:21 AM  
To: Johnny CHRISTENSEN; Mail Unishipping; prime maritime greece  
Cc: USA office  
Subject: mv renata

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To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
==

Please kindly note the quantity loaded until today 17.06.2008 at 07.00hrs about 10300mt. Presently loading continuing, ETC loading tomorrow 18.06.2008 afternoon, wp+agw.

Keep you posted,

Best regards,  
Anca Tureac

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**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

**From:** Anca Tureac [anca.tureac@united.ro]  
**Sent:** Wednesday, June 18, 2008 12:36 PM **Case 1:08-cv-00014-PC Document 1-1 Filed 08/19/2008 Page 14 of 30**  
**To:** Johnny CHRISTENSEN; Mail Unishipping; prime maritime greece  
**Cc:** USA office  
**Subject:** mv renata

To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
==

Please kindly note the following details referring the above mentioned vessel:

Loading suspended : 18.06.2008 04.00hrs  
Draft survey completed : 07.30hrs

Quantity loaded as per draft survey: 13,731.603mt

Further to Master's request, the vessel will load an additional quantity of about 19mt.

Reverting with further details in due time.

Keep you posted,

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

**From:** Anca Tureac [anca.tureac@united.ro]  
**Sent:** Wednesday, June 18, 2008 3:16 AM  
**To:** Johnny CHRISTENSEN; Mail Unishipping; prime maritime greece  
**Cc:** USA office  
**Subject:** mv renata

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To : Unishipping Paris  
Attn : Mr. Johnny Christensen

To : Prime Maritime Greece

To : Oceanstar Management Greece  
Attn : Operations Department

To : Calder Seacarrier Corp  
Attn : Operations Department

Ref : M/V Renata  
==

Please kindly note the following further details referring the above mentioned vessel:

Loading completed : 18.06.2008 08.30hrs  
Draft survey completed : 10.00hrs

Quantity loaded as per draft survey: 13,750.000mt

Presently issuing the cargo documents, reverting with signed documents and vessel's sailing details in due time.

Keep you posted,

Best regards,  
Anca Tureac

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**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

**From:** Johnny CHRISTENSEN [Johnny.CHRISTENSEN@unishipping.com]  
**Sent:** Wednesday, June 18, 2008 3:51 AM  
**To:** Anca Tureac; Mail Unishipping  
**Subject:** RENATA - URGENT/URGENT

Case 1:08-cv-00012 Document 1-2 Filed 08/19/2008 Page 16 of 30

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

---  
STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE  
ISSUED/RELEASED WITHOUT OUR PRIOR CONSENT.

FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST  
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

From: Anca Tureac [anca.tureac@united.ro]  
Sent: Wednesday, June 18, 2008 4:34 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office  
Subject: Re: RENATA - URGENT/URGENT

Case 1:08-cv-06031-DG Document 1-2 Filed 08/19/2008 Page 17 of 30

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Anca Tureac ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 10:51 AM  
**Subject:** RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA - ACCOUNT CALDER SEACARRIERS

---  
STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE  
ISSUED/RELEASED WITHOUT OUR PRIOR CONSENT.

FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST  
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

From: Johnny CHRISTENSEN [Johnny.CHRISTENSEN@unishipping.com]  
Sent: Wednesday, June 18, 2008 4:41 AM  
To: Case 1:08-cv-06031-DC Document 14-2 Filed 08/19/2008 Page 18 of 30  
Cc: Anca Tureac  
Subject: 1 usa office; Mail Unishipping  
RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

RE BILLS OF LADING –

YOU ARE HEREWITH INSTRUCTED TO KEEP THE BILLS OF LADING UNDER YOUR CUSTODY UNTIL FURTHER NOTICE FROM US. SHOULD YOU FAIL NOT TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL UNFORTUNATELY HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND THAT YOU WILL SUCH INSTRUCTIONS BY RETURN – THANKS

BRGDS

---

**From:** Anca Tureac [mailto:anca.tureac@united.ro]  
**Sent:** Wednesday, June 18, 2008 10:34 AM  
**To:** Johnny CHRISTENSEN  
**Cc:** 1 usa office  
**Subject:** Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Anca Tureac ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 10:51 AM  
**Subject:** RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

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STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE



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FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST  
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

**From:** Johnny CHRISTENSEN [Johnny.CHRISTENSEN@unishipping.com]  
**Sent:** Wednesday, June 18, 2008 6:02 AM  
**To:** Mihai Felescu  
**Cc:** 1 usa office; Mail Unishipping  
**Subject:** RE: RENATA - URGENT/URGENT

Case 1:08-cv-06031-DO Document 14-2 Filed 08/19/2008 Page 20 of 30

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

WE – AS DISPONENT OWNERS – OF THE M/V RENATA DO HAVE THE FINAL WORD AND AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING – AS PART OF OUR CONTRACT – THE D/A BUT THIS DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.

PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR INSTRUCTIONS.

BRGDS/JC  
AS AGENTS FOR BAJA FERRIES

---

**From:** Mihai Felescu [mailto:mihai@united.ro]  
**Sent:** Wednesday, June 18, 2008 11:18 AM  
**To:** Johnny CHRISTENSEN  
**Cc:** 1 usa office; Mail Unishipping  
**Subject:** Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note we have been appointed as agents through Messrs Calder Seacarriers, consequently your instructions regarding the Bills of Lading should be addressed through your contractual party, in order to avoid misunderstandings.

Pleased to hear,

Best regards,

Mihai Felescu

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN

**To:** Anca Tureac

**Cc:** 1 usa office ; Mail Unishipping

**Sent:** Wednesday, June 18, 2008 11:40 AM

**Subject:** RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

RE BILLS OF LADING –

YOU ARE HERewith INSTRUCTED TO KEEP THE BILLS OF LADING UNDER YOUR CUSTODY UNTIL FURTHER NOTICE FROM US. SHOULD YOU FAIL NOT TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL UNFORTUNATELY HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND THAT YOU WILL SUCH INSTRUCTIONS BY RETURN – THANKS

BRGDS

---

**From:** Anca Tureac [<mailto:anca.tureac@united.ro>]

**Sent:** Wednesday, June 18, 2008 10:34 AM

**To:** Johnny CHRISTENSEN

**Cc:** 1 usa office

**Subject:** Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

**From:** Johnny CHRISTENSEN

**To:** Anca Tureac ; Mail Unishipping

**Sent:** Wednesday, June 18, 2008 10:51 AM

**Subject:** RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

---

STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE  
ISSUED/RELEASED WITHOUT OUR PRIOR CONSENT.

FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST  
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR INSTRUCTIONS.

BRGDS/JC  
AS AGENTS FOR BAJA FERRIES

---

**From:** Mihai Felescu [mailto:mihai@united.ro]  
**Sent:** Wednesday, June 18, 2008 11:18 AM  
**To:** Johnny CHRISTENSEN  
**Cc:** 1 usa office; Mail Unishipping  
**Subject:** Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note we have been appointed as agents through Messrs Calder Seacarriers, consequently your instructions regarding the Bills of Lading should be addressed through your contractual party, in order to avoid misunderstandings.

Pleased to hear,

Best regards,  
Mihai Felescu

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Anca Tureac  
**Cc:** 1 usa office ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 11:40 AM  
**Subject:** RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

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YOU ARE HEREWITH INSTRUCTED TO KEEP THE BILLS OF LADING UNDER YOUR CUSTODY UNTIL FURTHER NOTICE FROM US. SHOULD YOU FAIL NOT TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL UNFORTUNATELY HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND THAT YOU WILL SUCH INSTRUCTIONS BY RETURN – THANKS

BRGDS

---

**From:** Anca Tureac [mailto:anca.tureac@united.ro]  
**Sent:** Wednesday, June 18, 2008 10:34 AM  
**To:** Johnny CHRISTENSEN

Cc: 1 usa office

Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

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Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

**From:** Johnny CHRISTENSEN

**To:** Anca Tureac ; Mail Unishipping

**Sent:** Wednesday, June 18, 2008 10:51 AM

**Subject:** RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

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STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE  
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THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

AS AGENTS FOR BAJA FERRIES

---

**From:** Mihai Felescu [mailto:mihai@united.ro]  
**Sent:** Wednesday, June 18, 2008 11:18 AM  
**To:** Johnny CHRISTENSEN  
**Cc:** 1 usa office; Mail Unishipping  
**Subject:** Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note we have been appointed as agents through Messrs Calder Seacarriers, consequently your instructions regarding the Bills of Lading should be addressed through your contractual party, in order to avoid misunderstandings.

Pleased to hear,

Best regards,  
Mihai Felescu

---

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Anca Tureac  
**Cc:** 1 usa office ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 11:40 AM  
**Subject:** RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

RE BILLS OF LADING –  
YOU ARE HEREWITH INSTRUCTED TO KEEP THE BILLS OF LADING UNDER  
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TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL UNFORTUNATELY  
HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND THAT YOU  
WILL SUCH INSTRUCTIONS BY RETURN – THANKS

BRGDS

---

**From:** Anca Tureac [mailto:anca.tureac@united.ro]  
**Sent:** Wednesday, June 18, 2008 10:34 AM  
**To:** Johnny CHRISTENSEN  
**Cc:** 1 usa office  
**Subject:** Re: RENATA - URGENT/URGENT

From: Mihai Felescu [mihai@united.ro]  
Sent: Wednesday, June 18, 2008 6:08 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office; Mail Unishipping  
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Thanks very much for your below instructions, which are duly noted and we confirm acting accordingly.

Best regards,  
Mihai Felescu

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Mihai Felescu  
**Cc:** 1 usa office ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 1:02 PM  
**Subject:** RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

WE – AS DISPONENT OWNERS – OF THE M/V RENATA DO HAVE THE FINAL WORD AND AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING – AS PART OF OUR CONTRACT – THE D/A BUT THIS DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.

PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR INSTRUCTIONS.

BRGDS/JC



Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,  
Anca Tureac

**United Shipping Agency Srl**

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Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 723 599088, Email [office@united.ro](mailto:office@united.ro)

----- Original Message -----

**From:** Johnny CHRISTENSEN

**To:** Anca Tureac ; Mail Unishipping

**Sent:** Wednesday, June 18, 2008 10:51 AM

**Subject:** RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

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STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE  
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FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST  
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS  
MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

From: Mihai Felescu [mihai@united.ro]  
Sent: Friday, June 20, 2008 11:28 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office; Mail Unishipping  
Subject: Re: RENATA - URGENT/URGENT

Case 1:08-cv-06031-DC Document 14-2 Filed 08/19/2008 Page 28 of 30

Dear Sirs,

Please kindly advise if original Bills of Lading can now be released to the shippers (we understood that freight has been already paid / funds already received).

Thanks in advance your prompt reply.

Awaiting yours,

Best regards,  
Mihai Felescu

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Mihai Felescu  
**Cc:** 1 usa office ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 1:02 PM  
**Subject:** RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

-----  
WE – AS DISPONENT OWNERS – OF THE M/V RENATA DO HAVE THE FINAL WORD AND AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING – AS PART OF OUR CONTRACT – THE D/A BUT THIS DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.

BRGDS/JC  
AS AGENTS FOR BAJA FERRIES

---

**From:** Johnny CHRISTENSEN  
**Sent:** Monday, June 23, 2008 4:39 PM  
**To:** 'Mihai Felescu'  
**Cc:** '1 usa office'; Mail Unishipping; 'oruano@bajaferriesusa.com'  
**Subject:** RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MR FELESCU

RE MV RENATA/CALDER

PLEASE CONFIRM BY RETURN THAT YOU/YOUR OFFICE STILL FOLLOWING OUR INSTRUCTIONS NOT TO RELEASE THE ORIGINAL BILL(S) OF LADING FOR THIS VOYAGE UNTIL FURTHER NOTICE RECEIVED IN WRITING FROM OUR OFFICE.

YOUR URGENT CONFIRMATION IS NEEDED, THANKS

BEST REGARDS/JC  
AS AGENTS FOR BAJA FERRIES

---

**From:** Johnny CHRISTENSEN  
**Sent:** Friday, June 20, 2008 5:30 PM  
**To:** 'Mihai Felescu'  
**Cc:** '1 usa office'; Mail Unishipping; 'oruano@bajaferriesusa.com'  
**Subject:** RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MR FELESCU

THANKS YOUR BELOW MESSAGE. CAN NOT REPEAT CAN NOT GIVE YOU AUTHORITY TO RELEASE BILLS OF LADING YET AS FREIGHT NOT ON OWNERS ACCOUNT.

KEEP TIGHT TO THEM AND DO ONLY RELEASE SAME UPON OUR WRITTEN CONFIRMATION THAT SAME CAN BE RELEASED.

BRGDS

Case 1:08-cv-06031-DC Document 14-2 Filed 08/19/2008 Page 30 of 30  
**From:** "Mihai Felescu" <mihai@united.ro>  
**To:** "Johnny CHRISTENSEN" <Johnny.CHRISTENSEN@unishipping.com>  
**Date:** 24-06-2008 11:33 AM  
**Subject:** Re: RENATA - URGENT/URGENT  
**CC:** "1 usa office" <office@united.ro>, "Mail Unishipping" <mail@unishipping.com>, <oruano@bajaferriesusa.com>

---

Dear Sirs,

Thanks very much your below - please kindly note we have already received Disponent Owners Messrs Bristol Marine green light to release the original Bills of Lading issued under the relevant c/p to the Shippers / Charterers of bulk urea shipment, in line with the terms / conditions of the c/p - please find attached herewith the release order and our official appointment as agents.

For any further information please kindly address your correspondence through the chain of contractual parties.

Best regards,  
Mihai Felescu

**United Shipping Agency Srl**

Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Mihai Felescu  
**Cc:** '1 usa office'; Mail Unishipping; [oruano@bajaferriesusa.com](mailto:oruano@bajaferriesusa.com)  
**Sent:** Tuesday, June 24, 2008 11:31 AM  
**Subject:** RE: RENATA - URGENT/URGENT

ATTN MR FELESCU

WE NEED URGENTLY YOUR CONFIRMATION OF THE BELOW

BRGDS/JC

---

**From:** Johnny CHRISTENSEN  
**Sent:** Monday, June 23, 2008 6:19 PM  
**To:** 'Mihai Felescu'  
**Cc:** '1 usa office'; Mail Unishipping; [oruano@bajaferriesusa.com](mailto:oruano@bajaferriesusa.com)  
**Subject:** RE: RENATA - URGENT/URGENT

ATTN MR FELESCU

PLEASE NOTE FOLLOWING OUR BELOW MESSAGE, WHILST WAITING YOUR CONFIRMATION OF YOUR ADHERING TO OUR INSTRUCTIONS - PLEASE NOTE THAT IRRESPECTIVE WHATEVER IS STATED IN RESPECT OF PAYMENT TERMS IN THE BILL(S) OF LADING DO NOT REPEAT DO NOT RELEASE WITHOUT OUR PREVIOUS WRITTEN INSTRUCTIONS.

PLEASE CONFIRM, THANKS

# EXHIBIT

# 2

De: Johnny CHRISTENSEN  
Envoyé: mardi 24 juin 2008 12:54  
À: Patrick PELLEREAU  
Objet: FW: LgINT Message (REF:080E29000)

Importance: Haute

-----Original Message-----

From: Prime Maritime Inc. [mailto:chartering@primemaritime.gr]  
Sent: Friday, June 06, 2008 4:57 PM  
To: Mail Unishipping  
Subject: LgINT Message (REF:080E29000)  
Importance: High

TELIX MSG: 0E290-00 06/06/08 17:57

PRIME MARITIME INC. - PIRAEUS

TEL:+30-2104527001, +30-2112002300 FAX: +30-2104527006  
TLX: 212791/2 PRIM GR - HOMEPAGE:www.primemaritime.com

JOHNNY/GEORGE

RE RENATA - CALDER

--  
Have fixed clean with all subs lifted:

M/V RENATA (EX - RUNNER)

---  
T Y P E : MPPSE TWEEN CONTAINER VSL  
BUILT : 1979  
FLAG : BAHAMAS  
PORT OF REG : NASSAU  
CLASS : L.R. +100 A1 + LMC  
CALL SIGN : C 6 H W 5  
P + I CLUB : LONDON STEAMSHIP MUTUAL

LOA / BEAM : 149.80 M / 22.86 M  
S.DWT / DRAFT : 15,120 MT / 9.64 M  
GRN / BLE : 21,908.9 / 20,146.3 CBM  
GRT / NRT : 11,200 / 6,713

file:///C:/Documents%20and%20Settings/ppellereau/Bureau/FW%20LgINT%20Message%20(REF080E29000).txt

HO / HA : 4 / 7 (3 TWEEN HA - 1 SINGLE HA)

MCGREGOR HATCH COVERS FOLDING FLUSH TYPE - HYDRO DRIVEN CONSTANTS :  
300 MT (EXCL F.W.)

GEAR : 6 VELLE SHIPSHAPE DERRICKS WITH 6 MTRS OUTREACH

HOLD NO.1: 1 D X 35 MT

HOLD NO.2: 2 D X 35 MT / COMBINED 60 MT

HOLD NO.3: 2 D X 50 MT / COMBINED 90 MT

HOLD NO.4: 1 D X 35 MT

GRAIN / CO2 / ELECTR. VENT. FITTED (12 ACPH BSS EMPTY HOLDS)

HATCHES & TWEEN DECKS DIMENSIONS

---  
WEATHER DECK HATCHES TWEEN DECK HATCHES HOLD NO.1 SINGLE  
HATCH SINGLE 13.30 X 8.0 M SINGLE 9.10 X 8.0 M HOLD NO.2 TWEEN HATCH EACH  
25.50 X 8.0 M EACH 25.50 X 8.0 M HOLD NO.3 TWEEN HATCH EACH 25.50 X 8.0 M  
EACH 25.50 X 8.0 M HOLD NO.4 TWEEN HATCH EACH 12.75 X 8.0 M EACH 12.75 X 8.0  
M

NOMINAL CONTAINER CAPACITY : 597 TEUS

HOMOGEN CONTAINER CAPACITY : 440 TEUS @ 14 MT (SUB STABILITY)

REEFER PLUGS (FEMALE) : 50 (380 V AC 3 PHASE 60 HZ)

STRENGTHS

---  
TANKTOP ALL HOLDS : 10.26 MT/M2

TWEEN DECKS ALL HOLDS : 3.00 MT/M2

MAIN DECK + HATCH COVERS : 1.75 MT/M2

CUBIC BREAKDOWN

---  
GRAIN BALE  
NO.1 TWN DECK 1,198.0 1,053.7  
LWR HOLD 1,271.2 1,074.3  
TOTAL 2,469.2 2,128.0

NO.2 TWN DECK 2,981.2 2,786.5  
LWR HOLD 4,811.1 4,365.4  
TOTAL 7,792.3 7,151.9

NO.3 TWN DECK 3,001.8 2,815.2  
LWR HOLD 4,857.8 4,541.0  
TOTAL 7,859.6 7,356.2

NO.4 TWN DECK 1,519.4 1,425.5

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LWR HOLD 2,268.4 2,084.7

TOTAL 3,787.8 3,510.2

GRAND TOTAL 21,908.9 20,146.3

ALL DETS ABT/WOG

for

01. ACC CALDER SEACARRIER CORP.

02. 1 SP BSEA/EMED out of bourgas,ctza, varna

03. 1 SP EAFR (NOT SOUTH THAN NACALA) out of mombasa,dar es salaam

04. 1/2 SB(S) S.A., AAAA AT EACH PORT, SHIFTING EXP CHRS ACC, TIME TO COUNT AS LAYTIME.

05. UP TO FULL AND COMPLETE CGO OF LAWFULL =NON DANGEROUS/NO IMO RESP  
IMDG

CODE= MINS/BLK FERTS/STEELS.

OWS GUARANTEE 14.000 MTONS DWCC AND CBC CAPACITY OF =ABOUT=  
21,908.9/20,146.3 CBM GRAIN/BALE IN HOLDS SUITABLE FOR GRABS DISCHARGE,  
=AS FAR AS VESSEL'S DESCRIPTION AND PLANS ALLOWING=

06. LAYCAN 9/12 JUNE

07. 8 TTL WWDS OF 24 CONSEC HRS SA-SHEX EIU. AT BE TIME FM FRI 5 PM OR 5 PM  
PREHOLIDAY TILL 8 AM MON OR 8 AM NEXT W.D.  
NOT TO COUNT AS LAYTIME E.I.U.

08. GCN 2PM/8 AM CL TO APPLY.

09. FREIGHT USD 1,500,000

FREIGHT AS ABOVE LUMPSUM L-S-D FREE OF ALL ORDINARY PORTS DISBURSEMENT  
AT BOTH ENDS.

FRT PAYABLE 97 PCT, LESS ADC N BROKERAGE, W/I 3 EUROPEAN BNKNG DS FM  
COMPL OF LDNG S/R =CONGEN= B/LS MRKD 'FRT PAYABLE AS X C/P'.

DESPATCH TO BE SETTLED W/I 10 DAYS AFTER COMPLETION DISCH AND

RCPT OF OWS FINAL FREIGHT ACC, SOF T/S AND NOR OF ALL PORTS.

IN CASE FRT PPD BS/L REQUIRED SAME TO REMAIN UNDER THE AGENTS CUSTODY  
AND TO BE RELEASED ON RECEIPT OF THE FRT INTO OWS BANK .

10. DEMURRAGE USD 17.500 PDPR/HDWTSBE payable every 5 days in arrears



11. ANY TAXES/DUES/WHARFAGES ON CGO/FRT TO BE FOR CHRTS ACC.
12. FREE EXTRA INSURANCE OWING TO VSLS AGE.
13. RIVER TOLLS/COMPULSORY PILOTS, PERTINENT TO ACCESS-DEPARTURE LOAD/ DISP TO BE FOR CHR'S ACC, THOSE PERTINENT TO NAVIGATION (FOR EXAMPLE BOSPHOROUS-DARDANELS-SUEZ CANAL) TO BE FOR OWS ACC.
14. CHABE (FREE D/A B.E.) =BUT AGENTS BOTH ENDS TO CONFIRM THAT THEY HAVE BEEN PAID BEFORE VESSEL'S ARRIVAL AT THE PORT DIRECTLY TO OWNERS. ANY TIME LOST HOWSOEVER/WHATSOEVER DUE TO CHARTERERS FAILURE IN DOING SO, TO COUNT AS LAYTIME=
15. O/WISE AS PER CHR'S PROFORMA GENCON C/P SUB DETS  
SUB ALL FURTHER TERMS/DETS/CONDITIONS with 2,50 PCT ADC TO CHARTERERS plus 1,25 pct BROKERAGE PLUS 1.25 ON F/D/D TO PRIME MARITIME  
  
OWNERS ACCEPT/EXCEPT C/P <ABEER S> WITH LOGICAL ALTERATIONS/DELETIONS/ AMENDMENTS AND INCORPORATING THE MAINTERMS AGREEMENT AND FLWG

-PART I

BOX 12 = DELETE AND INSERT AS PER M/TERMS

BOX 15 = DELETE AND INSERT VSL'S GEAR

-PRINTED CLAUSES

LINES 8-10 TO BE REINSTATED

LINES 13-14 TO BE REINSTATED

LINES 57-59 TO BE REINSTATED

LINES 132-136 TO BE REINSTATED

LINES 141-153 TO BE REINSTATED

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LINES 155-156 TO BE REINSTATED (WE HAVE CONGEN BILLS)

LINES 217-242 TO BE REINSTATED (OTHERWISE CLAUSE MAKES NO SENSE)

-WRITTEN CLAUSES

CL 20 = DELETE (SEE LINES 132-136)

CL 21 = TO BE AMENDED AS PER M/TERMS AGREEMENT

CL 22 = TO BE AMENDED AS PER M/TERMS AGREEMENT

DELETE FROM 12TH LINE UPTO/INCL 18TH LINE

LINE 21 AFTER 'RECEIVERS REPS' ADD 'IF POSSIBLE'

CL 23 = TO READ : UPON TENDERING NOR THE VSL'S HOLDS TO BE IN SEATIGHT,  
CLEAN AND DRY,

FREE OF SMELL TO SHIPPERS SATISFACTION AND IN EVERY RESPECT READY  
TO LOAD

THE INTENDED CARGO. IF SHIPPERS SURVEYOR REJECTS THE HOLDS, THEN  
TIME TO STOP

COUNTING FROM SUCH MOMENT UNTIL VESSEL IS ACCEPTED. IN CASE OF  
DISPUTE THEN AN

INDEPENDENT SURVEYOR TO BE APPOINTED AND COSTS TO BE SHARED  
BETWEEN CHRS

AND OWNERS. HOSE TEST ON VSL'S HATCHCOVERS TO BE CARRIED OUT IF  
REQUESTED

BY SHIPPERS AND SAME TO BE FOR CHRS ACCNT AND TIME TO COUNT.

VSL IS SUITABLE FOR GRABS DISCHARGE, AS FAR AS VESSEL'S DESCRIPTION  
AND PLANS

ALLOWING (SEE ATTACHED GA PLAN/MIDSHIP SECTION/HOLDS-HATCH  
SKETCHES)

CL 25 = DELETE IN FULL AND INSERT "MASTER TO SIGN BILLS OF LADING IN STRICT

## ACCORDANCE

WITH MATES RECEIPT. IN CASE CHARTERERS NEED -CLEAN- BILLS OF LADING, MASTER

HAS THE RIGHT TO REJECT ANY CARGO FOR WHICH HE CANNOT SIGN -CLEAN- BSL AND

CHARTERERS TO PROVIDE NEW/SOUND CARGO INSTEAD

CL 27 = DELETE FIRST LINE

ADD AT END 'BUT CHRTRS TO REMAIN ULTIMATE RESPONSIBLE IN CASE OWNERS CANNOT

OBTAIN SETTLEMENT WITH STEVEDORES"

CL 28 = ADD AT END "BUT CHARTERERS TO PROVIDE SUFFICIENT SEALING MATERIAL IN THEIR TIME

AND EXPENSE"

CL 30 = OWS GUARANTEE 14.000 MTONS DWCC AND CBC CAPACITY OF =ABOUT=

21,908.9/20,146.3 CBM GRAIN/BALE IN HOLDS. ANY LASHING/SECURING ETC ETC ETC

CL 34 = DAILY NOTICES FOR LOADING, VESSEL'S ETC VARNA ON OR ABT 10TH JUNE

CL 35 = DELETE AND READ 'ALL DUNNAGE TO BE REMOVED BY CHARTERERS PRIOR COMPLETION

OF DISCHARGE'

CL 40 = DELETE

CL 41 = PLSE ADVSE CHARTERERS P+I CLUB

CL 47 = ADD AT END 'FOR DISPUTES WHERE THE TOTAL AMOUNT CLAIMED BY EITHER PARTY DOES NOT

EXCEED USD75.000 THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE TO THE SMALL

CLAIM PROCEDURE OF LMAA

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CL 49 = DELETE

END

BRGRDS

Please note our new e-mail addresses:

chartering@primemaritime.gr	for all your ORDERS
position@primemaritime.gr	for all your vessels POSITIONS
operation@primemaritime.gr	for POST FIXING/OPERATION matters
snp@primemaritime.gr	for S&P Department

1. Shipbroker		RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1924, 1950 AND 1980) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCO" Part I	
3. Owners/Place of business (Cl. 1)		2. Place and date	
5. Vessel's name (Cl. 1) <b>MV ABER S</b> 7. DWT all ldd on summer load line in metric (abt.) (Cl. 1) <b>11455 MTS</b>		4. Charterers/Place of business (Cl. 1) <b>Calder Seacamer Corp.</b> 5. G/T (Cl. 1) <b>9691/5477</b> 8. Present position (Cl. 1) <b>TRADING</b>	
9. Expected ready to load (abt.) (Cl. 1) 10. Loading port or place (Cl. 1) <b>1/3 SPS IN CHOP, BLACK SEA/EMED IN LOGIC GEO ROT.</b>		11. Discharging port or place (Cl. 1) <b>1/3 SPS IN CHOP SPORE/JAPAN RGE</b>	
12. Cargo (also state quantity and margin in owners' option, if agreed; if full and complete cargo not state "part cargo") (Cl. 1) <b>UP TO FULL AND COMPLETE CGO OF LAWFULL GENS/MINS INCL FERROALLOYS/STEELS, LOOSE, BULK, BAGGED, CRATED ETC. OWS GUARANTEE 10.500 MTONS DWCC AND CBC CAPACITY OF 1803517027 CBM GRAIN/BALE IN CLEAR UNOBSTRUCTED HOLDS SUITABLE FOR GRABS DISCHARGE. DECK CARGO AT CHRTS OPTION.</b>			
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) <b>LUMP SUM FIOSL/SD free of all ordinary port disturbance at both ends except for expenses pertaining to the crew and vessel such as supplies, provisions, medical services and garbage removal etc. which must be paid by the owners.</b>		14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) <b>See Cl. 21</b>	
15. State if vessel's cargo handling gear shall be used (Cl. 5) <b>The vessel is to be sufficiently geared.</b>		16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); if total laytime for load. and disch., fill in c) only; (Cl. 6)	
17. Slippes/Place of business (Cl. 6) <b>To be nominated.</b>		a) Laytime for loading	
18. Agents (loading) (Cl. 6) <b>To be nominated.</b>		b) Laytime for discharging	
19. Agents (discharging) (Cl. 6) <b>To be nominated.</b>		c) Total laytime for loading and discharging <b>See Cl. 22</b>	
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) <b>See Cl. 22</b>		21. Cancellation clause (Cl. 9)	
23. Freight tax (state if for the Owners' account) (Cl. 13 (c)) <b>See Cl. 47</b>		22. General Average to be adjusted at (Cl. 12) <b>LONDON</b>	
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of C. 19; if 19 (c) agreed also state Place of Arbitration) if not filled in 19 (a) shall apply (Cl. 19)		24. Brokerage commission and to whom payable (Cl. 15)	
(A) State maximum amount for small claims/shortened arbitration (Cl. 19)		26. Additional clauses covering special provisions, if agreed <b>Total: 33</b>	

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 And International Maritime  
 Council (BIMCO), Copenhagen

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as part I. In the event  
 of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.







**ADDITIONAL CLAUSES****Clause 20: LIEN**

Owners shall have a lien on the cargo for freight, deadfreight, and demurrage at loading and discharging ports. Any lien on cargo shall be limited to the outstanding freight, deadfreight and demurrage at loading and discharging ports. All liability of charterers of whatsoever nature and whatsoever arising shall cease on shipment of the cargo and after payment of freight/ deadfreight.

**Clause 21: FREIGHT PAYMENT**

Freight payable 95pct within 5 European banking days from completion of loading, signing and releasing Bills of Lading marked "FREIGHT PAYABLE AS PER C/P" at each load port proportionally for the quantity loaded at that port. In case of "FREIGHT PRE-PAID" Bills of Lading required same to be released.

only upon receipt of bank slip or bank irrevocable confirmation that freight has been remitted.

5% of balance freight to be paid/settled along with demurrage/dispatch after completion of discharge at last discharge port, right and true delivery of cargo and receipt and acceptance of Owners' final freight account, S/F, T/S NOR of all ports latest within 20 days.

**Clause 22: LAYTIME**

Cargo to be loaded, spout trimmed, blocked, stowed, checked, dunnaged, lashed and secured where necessary, and discharged by Charterers, Shippers, Receivers, Stevedores, free of expenses to the vessel.

Cargo to be loaded and discharged within 8 total weather working days of 24 consecutive hours, Saturdays, Sundays and Holidays excluded, even if used; at both ends time from Friday 5 p.m. or 5 p.m. of a day preceding a Holiday till 08.00 a.m. Monday or 08.00 a.m. of next working day after Holiday, not to count as laytime even if used.

Demurrage at loading and discharging ports at the rate of US\$ -per day/pro-rata for part of day. Dispatch at half of demurrage rate per working time saved at both ends.

At first load port and at first discharge port, Gencon Charter Party time counting clause (2pm/8am) to apply and Notice of Readiness can be given by cable, radio, telex, fax day during normal working hours..and night from Monday to Friday 5 p.m., Sundays and Holidays excluded, WIBON, WIPON.

At all additional load/discharge ports, time to commence to count immediately upon vessel's arrival, if during ordinary working hours, otherwise from first official resumption of work after arrival (unless vessel on demurrage in which case time counting immediately on arrival).

Time due to bad weather, time for shifting out and back to same or other berth, and time for shift to move from anchorage to berth, and break time due to force majeure not to count if it is ordered by port Authorities, but in any case shifting expenses to be for Charterers's account.

Charterers, Shippers, Receivers shall have the right to work during expected periods and Master to allow work to be done.

Master/shippers/receivers representatives/Agents to sign/stamp Statement of Facts for load/discharge ports making their reservation if believe to be incorrect.

Master/Agents also to issue and sign statement that cargo stowed, trimmed, lashed and secured to his satisfaction and in accordance with master's instructions.

**Clause 23: HOLDS CONDITION**

Before commencement of loading, the vessel's holds to be in sealtight, absolutely clean and dry, washed and free of smell and obstacles to Shippers' satisfaction, and in every respect suitable, fit and ready to load the cargo, failing of which Notice of Readiness will not be accepted for commencement of time counting and owners shall be responsible for possible stand by expenses of stevedores arising therefrom. (or in the event of dispute, to the satisfaction of an independent qualified Surveyor, whose cost shall be shared between Owners and Shippers.) Host test on vessel's hatchcovers to be carried out if requested by shippers and same to be for charterers expense.

Owners confirm that holds are suitable grab discharge/clear and unobstructed with flat tank top plating.



**Clause 24: HATCH OPENING**

First opening and last closing of hatches, both at loading and discharging ports, to be done by ship's crew and in Charterers' time, provided permitted to local Port Authorities, otherwise for Charterers' account.

**Clause 25: BILLS OF LADING**

Master to sign Clean On Board Bills of Lading for the number and/or pieces and/or units whatever the case may be loaded, in conformity with Mate and/or Tally clerk receipt and he is to remain responsible for the number of same, sub to vessel's strength, without prejudice to this Charter Party.

For Master's remarks on the Mate's receipt such as atmospherically rusty and/or "wet before shipment" and/or "broken bands" and/or "missing band" Charterers to provide L.O.I. duly endorsed by Charterers in accordance with Owner's P & I Club wording against signing of Clean On Board Bills of Lading.

Master's remarks if any at mates receipts must be specific showing exact figures. General remarks are not allowed.

At any time Charterers desire Master to sign Bills of Lading as above for any quantity loaded up to that rooment, and Charterers hold Owners harmless against such partial release.

Notwithstanding the above, at charterers option, Master to authorize in writing the charterers agents to sign on his behalf the Bills of Lading.

Charterers have the right to issue new set of Bills of Lading with amended destination and/or consignee address and/or notify party address and/or shippers and such Bills of Lading to be released immediately upon receipt by the owners of the old original set of Bills of Lading marked "null and void".

**Clause 26: CARGO DAMAGE REPORT**

Any damage notice of cargo to be reported immediately by ships Command to Shippers representative. Any objection by the Master regarding the condition of the cargo are to be reported immediately to Shippers representative at the end of each shift and any dispute to be settled between P & I Club representative and Charterers' Surveyor at their expenses and time.

**Clause 27: FORKLIFT USED AND STEVEDORES DAMAGE**

Vessel is as described in Cl.51. Cargo is to be loaded in unobstructed main hold/tweendeck only.

Charterers have the privilege to load, stow, trim and discharge the cargo on tank top ceiling and in cargo holds by means of forklift trucks provided or rubber wheels with the maximum permissible weight and or any other suitable mechanical apparatus. Owners guarantee that vessel's tank top ceiling and all decks are in an absolute good condition.

Stevedores, although appointed and paid by Charterers/Shippers/Receivers to work under the supervision of the Master.

Owners/Master to notify stevedores/agents about stevedore damages if any within 24 hours from the time of occurrence but in any case before vessels sailing. Stevedore damages to be settled directly between owners and stevedores but charterers to assist utmost possible in order to find an amicable agreement/solution.

**Clause 28: SEAL OF HATCHES**

It is Owner's/Master's responsibility to ensure that the vessel's hatches are properly closed/sealed on sailing from each load/discharging port.

**Clause 29: VESSEL'S GEAR USE**

Vessel to load/discharge, if required, with her own gear and at safe lifting capacity. However, the vessel shall always give free use of winches and derricks up to their lifting capacity as described in Cl.51 and to supply running gear, gins, blocks, fall and runners and also to supply free of charges sufficient steam and/or power to drive all winches simultaneously, day and night if and when required. Lashing materials as on board if required to be at charterers disposal free of charge.

Any time lost by reason of vessel's defective gear shall be adjusted in laytime on a pro-rata basis

Owners will provide shore crane if required due to defective gear then full laytime to count and in this case owners will not be responsible for other related expenses except owners approved crane charges.

Vessel to supply, free of expenses, light on deck and in holds as on board, day and night, also on Saturday or legal/local Holidays, if and when required.

**Clause 30: SCALES & PLANS**

Owners guarantee 10,500 mts DWCC SUMMER and bale capacity as per vessel's description in clear unobstructed holds.

Any lashing/securing required to be for Charterers/Shippers' account. Vessel to furnish a certified calibration scale for all tanks including fore peak and after peak, double bottom tanks and deep tanks. Plimsol Mark amidships and draft marks on port and starboard side, bow and stern, to be clearly cut and marked on shell and painted.

Vessel also to furnish capacity plan, displacement scale and same to be certified by Master as to correctness at time of loading.

**Clause 31:**

Owners/Master to keep charterers fully informed of any change in ship's position and reason prior or during loading/discharging or during the voyage. Owners to be responsible for all consequences and damages of whatsoever nature and howsoever arising in the event of owners or master's failure to keep charterers fully informed of any change in ship's position. Owners to advise whether they intend to bunker prior/after arrival to loading port or during the voyage after sailing from last load port, the deviation if any, as well as to keep charterers fully informed on a daily basis about the delay/reason of causing the delays or repairs to be with full report and estimate time of resume sailing.

**Clause 32: OVERTIME**

Overtime to be for account of the party ordering same. Officers/crew overtime to be always at owners account.

**Clause 33: TAXES/EXTRA INSURANCE**

Any taxes/dues/wharfages on cargo to be for Charterers' account and any taxes/dues/wharfages on vessel and freight to be for Charterers' account too.

Free extra insurance owing to vessel's age.

River tolls/compulsory pilots pertinent to access-departure load/discharge ports to be for Charterers' account, those pertinent to navigation (for example Bosphorus-Dardanelis-Suez-Panama) to be for Owners' account.

Charterers agents at both ends.

**Clause 34: NOTICES**

Owners are to give first notice of vessel's arrival at load port when fixture is reconfirmed, thereafter Owners/Master to give 10/7/5 days approximately notice followed by 2/1 days definite notice of vessel's ETA at load port, which notices are all to be given to: (as will be advised by Charterers). All notices to be given during office hours on working day only. Master must advise Charterers or their nominee immediately of any change of vessel's ETA at loading and discharging ports.

Master/Owners or Agents to cable Charterers immediately upon completion of loading stating date and time of completion, sailing time and Bills of Lading quantity, cargo commodity, sailing draft, as well as ETA next port. In addition Master is to cable from sea 15/10/7 days ETA notice to Charterers and Agents at discharging ports and to confirm the ETA 72/48/24 hours stating arrival draft.

If owners/master fail to give proper notices in due time as required, charterers shall be allowed 24 hours extra for each notice omitted for loading and/or discharging as the case may be.

**Clause 35: DUNNAGE**

Dunnage supplied, if any, for securing of cargo shall become ship's property unless claimed by Charterers at discharging port.

**Clause 36: SHIFTING**

1 / 2 SB (S) S.A., AAAA at each port: Shifting expenses, if any, between berths, anchorage to berth and berth to anchorage, to be for Charterers' account and time to count as laytime.

**Clause 37: BUNKERING**

Vessel is allowed to bunker during loading/discharging operations and will not interfere with Charterers commercial operations. Any damages to cargo, or losses of time due to bunkering, if applicable, to be for Owners' account. It is understood that Owners to comply with any law or regulations concerning Oil Pollution and Owners Financial Responsibility therefore.

**Clause 38: RESPONSIBILITIES**

The Pilots, Port Agents, Master, Officers, crew of vessel and any tow boat, person or facilities assisting the vessel in whichever way are considered servants of the Master/vessel and charterers shall not be responsible for any loss, damage claim or whatsoever resulting directly or indirectly from negligence, error or omission of any of them.

**Clause 39: TALLY**

Shore side tally to be for Charterers/Shippers/Receivers' account. ship's side tally to be at owners' account.

**Clause 40: STOWAGE**

Any cargo to be loaded in vessel's holds as customary and no cargo to be loaded in D/T or un-usual places. Should any cargo without Charterers permission be loaded in deep-tanks or places not easily accessible to Shippers/Receivers, loading/discharging, gear/grabs/magnets, any extra costs - including loss of time - for loading and discharging to be born by the Owners.

**Clause 41: P & I**

Notwithstanding anything in this Charter Party to the contrary it is expressly agreed that Owners remain responsible for all personal injury. Owners guarantee to maintain a full P and I cover for the duration of this Charter Party.

**Clause 42: ABSENCE OF BILLS OF LADING**

In case Bills of Lading should not be available at discharging port, on vessel's arrival Owners agree to discharge the cargo against Charterers L.O.I. in Owners P&I wording signed by Charterers authorized signatory.

**Clause 43: BREAKUP**

Owners guarantee that the vessel is not intended for breaking up after completion of this voyage. Owners further guarantee that vessel's ownership and/or management will not be changed during the currency of this c/p.

Should Owners contrary to above guarantee sell the vessel for break-up then Owners to pay whatever insurance's penalty might be assessed against Charterers' forthwith.

**Clause 44: DETENTION BY PORT AUTHORITIES**

Should the vessel for any reason attributable to the Owners be detained by Authorities at any port, Owners are to reimburse Charterers for any proved loss or damages due to vessel being detained.

**Clause 45: BOYCOTT**

In the event of boycott or other difficulties arising due to vessel's flag, or labor boycott or any other discrimination against the ship due to her registry and/or crew, time lost and all consequences for Owners' account and time not to count if boycott/difficulties affect the loading/securing/discharging. If loading/discharging of vessel is adversely affected due to any aforementioned reasons, and if vessel is already on demurrage, such demurrage to be suspended for period during which loading/discharging cannot be carried out.

**Clause 46: CIVIL COMMOTION TUMULTS ETC.**

Time lost by reason of any or all of the following causes shall not be computed in the loading or discharging time; i.e. rebellion, tumults, civil commotion, political disturbances, riots stoppage following trade union or Government orders, or other hands, strikes or stoppages at the mills or on the railroads or at seaboard, frost, flood, earthquake, and all and every other unavoidable hindrance which beyond charterers

control, essential to working carriage, delivery, shipment or discharge of the said cargo, whether partial or general within port limits. Time lost by reason of force majeure or act of God not to count as laytime.

**Clause 47: ARBITRATION**

All disputes arising from time to time out of this contract shall, unless the party agrees forthwith on a single Arbitrator, be referred to the final arbitration in London of two Arbitrators carrying business that shall be commercial men and engaged in the shipping trade. One Arbitrator to be appointed by each party with power to such arbitrators to appoint an Umpire, any claims must be made in writing and claimants Arbitrator appointed within one year of final discharge and where this position is not complied with, the claim shall be deemed waived and absolutely barred. No ward shall be questioned if invalidated on the ground that any of the Arbitrators are not qualified as above unless objection to this action is taken before the ward is made. The ward of the Arbitrator of the Umpire is binding for both parties. English Law shall govern interpretation, execution of this contract. L.M.A.A. procedure to apply.

**Clause 48: MASTER'S ASSISTANCE**

Master to cooperate with Charterers representative at load and discharge ports in respect of loading/stowing and discharging of the cargo.

**Clause 49:**

In addition to box 10 and box 11 of part I, charterers have the right to call under this charter party to a total of 6 ports split in charterers' option.

**Clause 50: VESSEL'S DESCRIPTION & CERTS**

Vessel has following particulars and specifications guaranteed by owners:

FLAG : MALDIVE

GRT/NRT : 9691/5477

SUEZ GRT/NRT : 10270.41/7727.73

PANAMA GRT/NRT : 10538.70/7542.71

DEADWEIGHT/MAX DRAFT : 11455T ON 8.42M S.DRAFT

SPEED : MAXIMUM ABT 16 KTS

ECO ABT 15/14/13/12 KTS

CONSUMPTIONS : AT MAX SPEED ABT 30.0

MTS IFO 380 CST (FOR MAIN ENGINE)

AT ECO SPEEDS ABT 28/26/24/21 MTS

RESPECTIVELY (FOR MAIN ENGINE) ALWAYS PLUS ABT 2.5

MTS IFO 380 CST (FOR SHAFT GENERATOR)

SPEEDS/CONSUMPTIONS ARE BASED ON GOOD

WEATHER NOT EXCEEDING BEAUFORT SCALE 3. SMOOTH SEA NOT EXCEEDING DOUGLAS SCALE 2

ADDITIONAL POWER FOR REEFER CONTAINERS

OR HOLD VENTILATION FROM AUXILIARY GENERATORS CONSUMING 2/5 MTS MDO DEPENDING NUMBER OF GENERATORS REQUIRED.

NO DIESEL CONSUMPTION AT SEA HOWEVER,  
THE VESSEL HAS LIBERTY TO USE MDO WHILE  
ENTERING/LEAVING PORT AND WHEN MANOEUVERING IN  
SHALLOW OR NARROW WATERS RIVERS/CHANNELS OR  
WHENEVER/WHEREVER CUSTOMARY AND/OR WHEN  
ENCOUNTERING HEAVY SEAS WITH WIND FORCE

6 OF BEAUFORT SCALE AND HIGH SWELL ABOVE 3 METERS

IN PORT: ABOUT 1MT IFO + ABOUT 2/5 MTS MDO  
DEPENDING ON POWER REQUIRED FOR REEFER  
CONTAINERS /HOLD VENTILATION/GEAR WORKING

QUALITIES: VESSEL ALWAYS TO BE SUPPLIED WITH IFO AS  
PER STD ISO 8217 RMG35 AND MDO PER STD 8217 DMB.

DATE OF BLT : 1981. POLAND  
LENGTH : LOA= 146.23 M  
BREADTH MLD : 21.55 M  
DEPTH MLD : 11.30 M  
HOLDS : 4  
HATCHES : 7 (TWIN HATCHES ON  
2/3/4 HOLD)  
DERRICKS : 4 X 36 TS + 2 X 27 TS  
SWEEDISH HALEN  
TYPE WORKING LIKE CRANES  
GEAR LOCATION:

HOLD 1 - 1 AFT MAX OUTREACH 10.50 M  
HOLD 2 - 1 FORE + 1 AFT MAX OUTREACH 10.50 M  
HOLD 3 - 1 FORE + 1 AFT MAX OUTREACH 10.50 M  
HOLD 4 - 1 FORE MAX OUREACH 8.30 M

HEAVY LIFT: DERRICKS SERVING EACH HOLD 2 AND 3 CAN  
BE COUPLED BY MEANS OF TRAVERSE BEAM GIVING 69 MTS SWL FOR ONE PAIR  
AND 51 MTS SWL FOR THE OTHER PAIR.  
MAX OUTREACH 5.80 MTS

CARGO BATTENS : NOT EQUIPED WITH CARGO BATTENS.  
TWEEN DECKS 2,3,4 ARE BOX SHAPED WITH DOUBLE HULL.  
CO2 FITTED : ALL CARGO COMPARTMENTS  
HOLD VENT : 25 CHANGES/HR BSS EMPTY HOLD  
BOWTHRUSTER : YES  
DANGEROUS CARGO : HOLDS ARE SPECIALLY SUITABLE FOR THE  
CARRIAGE OF DANGEROUS CARGOES WITH SEPARATE AIRDUCTS FOR  
EACH COMPARTMENT AND SPRINKLER IN HOLD 1  
FORECASTLE  
FITTINGS : ALL REQUIRED SHOES/LASHINGS/SUPPORTS FOR  
FULL CONTAINER LOAD ON BOARD

REEFER PLUGS : 35 OF CEE SERIES II TYPES WITH 3 WIRES AND  
4 POLES, EARTH PIN AT 3 HOUR POSITION, DELIVER 380 V 50 HZ 3  
PHASE B.C.

STACK WEIGHTS : 80 MTS ON TANK TOP  
40 MTS ON TWEEN DECK  
60 MTS ON HATCH COVERS 2-3-4  
50 MTS ON HATCH COVER 1

BUNKER CAPACITIES (100%) : IFO : 1,035 MT - MDO : 189  
FRESH WATER : 285 MTS  
WATER BALLAST : 2270 MTS

CONTAINER CAPACITY : 454 TEU + 12 FEU (FEUS ON  
HATCH 1 WHICH UNSUITABLE FOR TEUS)

ALTERNATIVELY 221 FEUS + 32 TEUS

ALL CONTAINER LOADS ARE SUBJECT TO THE VESSEL'S  
STABILITY, TRIM AND MASTER'S APPROVAL.

## HATCH DIMS:

FORECASTLE UPPER DECK

TWEEN DECK

-----  
 HATCH 1 12.50 X 7.80 12.60 X 7.80  
 8.40 X 6.10

TWEEN HATCH 2 19.20 X 7.80  
 19.20 X 5.30/7.80

TWEEN HATCH 3 25.60 X 7.80  
 25.60 X 7.80

TWEEN HATCH 4 12.50 X 7.80  
 12.80 X 7.80/5.30

## HOLD DIMENSIONS (METERS)

=====

LENGTH BREADTH HEIGHT

HO-1 13.20 6.10 3.80

HO-2 28.80 6.00 (F)/10.50 (A) 5.50

-EACH PS/SB

HO-3 31.80 10.50 (F)/ 8.00 (A) 5.50

-EACH PS/SB

HO-4 16.40 8.00 (F)/ 4.00 (A) 5.50

-EACH PS/SB

TD-1 15.60 5.70 (F)/16.80 (A) 3.20

TD-2 27.40 8.00 (F)/ 9.30 (A) 5.10

-EACH PS/SB (XX)

TD-3 30.20 9.30 5.10

-EACH PS/SB (XX)

TD-4 15.20 9.30 (F)/ 8.50 (A) 5.10

-EACH PS/SB (XX)

UTD 16.00 11.40 (F)/15.80 (A) 4.30

(INCL. HA/COVER)

(XX) THESE HEIGHTS INCLUDE HATCH COVER

## CUBIC CAPACITY PER HOLD (ABOUT)

=====

GRAIN/CBF BALE/CBF

H-1 11213 10704

H-2 P+S 108530 100350

H-3 P+S 142517 131774

H-4 P+S 56412 52160

TOTAL HOLDS 318672 294988

TW.DECK 1 33425 30908

TW.DECK 2 P+S 87746 83774

TW.DECK 3 P+S 105196 100436

TW.DECK 4 P+S 50204 47936

TOTAL TWEEN DECKS 276571 263054

-----

H-1 FORECASTLE 41634 38498

TOTALS 636877 596540



TYPE OF HATCH COVERS

=====

FLUSH TWEENDECK HATCH COVERS

WEATHER DECK : HYDRAULIC MCGREGOR FOLDING TYPE

TWEENDECK : HYDRAULIC

DECK STRENGTHS (ALL IN MT/SQM)

=====

INNER BOTTOM LOAD : 10.40

TWEENDECK FRAMES 38-141 : 4.00

TWEENDECK FRAMES 141-165 : 6.00

TWEENDECK HATCHCOVERS 1-4 : 4.00

WEATHERDECK FRAMES 36-141 : 2.00

WEATHERDECK FRAMES 141-165 : 3.38

WEATHERDECK HATCHCOVER 1 : 3.38

WEATHERDECK HATCHCOVERS 2-4 : 2.00

FORECASTLEDECK HATCHCOVER : 1.76

+++

-TONNAGE CERTIFICATE

-P+I CERTIFICATE

-H+M CERTIFICATE

-CERTIFICATE OF REGISTRY

-ISM CERTIFICATES (DOC, SMC)

-ISPS CERTIFICATE

-POCKET PLAN

**Clause 51: Bimco standard ISM Clause:**

From the date coming into force of the international safety management code in relation to the vessel and thereafter during the currency of this c/p, the owners shall procure that both vessel and 'the company' as defined by the ism code, shall comply with the requirements of the ism code. The owners shall provide a copy of the relevant doc and smc to the charterers.

**Clause 52:**

Under no circumstances are owners and brokers concerned in the fixture of this vessel to divulge any details whatsoever to anyone outside their own organization.

**Clause 53**

Charterers have the right to detain the vessel prior to arrival at destination and owners to instruct the master to anchor at any safe place on passage in international waters or at a safe waiting place at or off discharging port, pending charterers' further instructions. Such notices to be given to owners/master well in advance and anyhow, before the vessel has tendered notice of readiness and time to count as laytime.

The Owners

The Charterers

# EXHIBIT

# 3



From: Mihai Felescu [mihai@united.ro]  
Sent: Wednesday, June 18, 2008 6:08 AM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office; Mail Unishipping  
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Thanks very much for your below instructions, which are duly noted and we confirm acting accordingly.

Best regards,  
Mihai Felescu

**United Shipping Agency Srl**  
Constantza Port, Berth no. 31  
Constantza 900900, Romania  
Tel +40 241 672929, Fax +40 241 612420  
Cell +40 722 666112, Email [office@united.ro](mailto:office@united.ro)  
Skype: mihai.felescu

----- Original Message -----

**From:** Johnny CHRISTENSEN  
**To:** Mihai Felescu  
**Cc:** 1 usa office ; Mail Unishipping  
**Sent:** Wednesday, June 18, 2008 1:02 PM  
**Subject:** RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY  
FM UNISHIPPING  
CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

WE – AS DISPONENT OWNERS – OF THE M/V RENATA DO HAVE THE FINAL WORD AND AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING – AS PART OF OUR CONTRACT – THE D/A BUT THIS DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.

PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR INSTRUCTIONS.

BRGDS/JC

# EXHIBIT

# 4

From: "Johnny CHRISTENSEN" <Johnny.CHRISTENSEN@unishipping.com>  
To: "Mihai Felescu" <mihai@united.ro>  
Date: Fri, 20 Jun 2008 17:30:12 +0200  
Cc: "1 usa office" <office@united.ro>,  
"Mail Unishipping" <mail@unishipping.com>,  
<oruano@bajafferriesusa.com>  
Subject: RE: RENATA - URGENT/URGENT

---

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

CC BAJA FERRIES

ATT MR FELESCU

THANKS YOUR BELOW MESSAGE. CAN NOT REPEAT CAN NOT GIVE YOU AUTHORITY  
TO RELEASE BILLS OF LADING YET AS FREIGHT NOT ON OWNERS ACCOUNT.

KEEP TIGHT TO THEM AND DO ONLY RELEASE SAME UPON OUR WRITTEN  
CONFIRMATION

THAT SAME CAN BE RELEASED.

BRGDS

---

From: Mihai Felescu [mailto:mihai@united.ro]  
Sent: Friday, June 20, 2008 5:29 PM  
To: Johnny CHRISTENSEN  
Cc: 1 usa office; Mail Unishipping  
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly advise if original Bills of Lading can now be released to  
the shippers (we understood that freight has been already paid / funds  
already received).

Thanks in advance your prompt reply.

Awaiting yours,

Best regards,

Mihai Felescu

---

United Shipping Agency Srl

Constantza Port, Berth no. 31

Constantza 900900, Romania

Tel +40 241 672929, Fax +40 241 612420

Cell +40 722 666112, Email office@united.ro <mailto:office@united.ro>

Skype: mihai.felescu

----- Original Message -----

From: Johnny CHRISTENSEN  
<mailto:Johnny.CHRISTENSEN@unishipping.com>

To: Mihai Felescu <mailto:mihai@united.ro>

Cc: 1 usa office <mailto:office@united.ro> ; Mail Unishipping  
<mailto:mail@unishipping.com>

Sent: Wednesday, June 18, 2008 1:02 PM

Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

NOTICE OF ENTRY

PLEASE take notice that the within is a (*certified*) true copy of a duly entered in the office of the clerk of the within named court on

Dated,

Yours, etc.

**CARDILLO & CORBETT**

Attorneys for

*Office and Post Office Address*  
**29 Broadway**  
NEW YORK, N.Y. 10006

To

Attorney(s) for

NOTICE OF SETTLEMENT

PLEASE take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on

at M.

Dated,

Yours, etc.

**CARDILLO & CORBETT**

Attorneys for

*Office and Post Office Address*  
**29 Broadway**  
NEW YORK, N.Y. 10006

To

Attorney(s) for

Index No. 08 Civ. 06031 (DC) Year

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**BAJA FERRIES USA LLC,**

Plaintiff,

-against-

CALDER SEACARRIER CORP. a/k/a  
CALDER SEA CARRIER CORP., FENBY  
CO. a/k/a FENBY CO. LTD., UNITED  
SHIPPING AGENCY SRL BRISTOL MARINE  
CO. LTD. and BML CHARTERING  
Defendants.

DECLARATION

Signature (Rule 130-1.1-a)

Print name beneath

**CARDILLO & CORBETT**

Attorneys for Plaintiff

*Office and Post Office Address, Telephone*  
**29 Broadway**  
NEW YORK, N.Y. 10006  
212-344-0464

To

Attorney(s) for

Service of a copy of the within is hereby admitted.  
Dated,

Attorney(s) for